

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:
Peter P. Altice, Jr. et al.

Application No.: 10/721,190

Confirmation No.: 6553

Filed: November 26, 2003

Art Unit: 2622

For: CMOS IMAGER WITH A CAPACITIVE
STORAGE NODE LINKED TO TRANSFER
GATE

Examiner: R. M. Bemben

**POWER OF ATTORNEY BY ASSIGNEE AND
CERTIFICATE BY ASSIGNEE UNDER 37 CFR § 3.73(B)**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Aptina Imaging Corporation, Assignee of the entire right, title and interest in the above-identified application by virtue of an Assignment, a true copy of which is attached hereto and which is currently being submitted for recordation, hereby appoints the attorneys and agents of the firm of Dickstein Shapiro LLP located at 1825 Eye Street, NW, Washington, DC 20006-5403, listed as follows:

All practitioners at Customer Number 45374 as its attorneys with full power of substitution to prosecute this application and to transact all business before the Patent and Trademark Office in connection therewith.

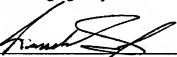
Please direct all correspondence regarding this application to the following:

Thomas J. D'Amico
Dickstein Shapiro LLP
1825 Eye Street, NW
Washington, DC 20006-5403
Tel: (202) 420-2232
Fax: (202) 420-2201

The undersigned is authorized to act on behalf of the Assignee.

Dated: 10/30/08

Respectfully submitted,
Aptina Imaging Corporation

By 

Russell D. Slifer
Registration No.: 39,838

PATENT ASSIGNMENT AGREEMENT

1. Definitions

- (a) "Agreement" shall mean this Patent Assignment Agreement.
- (b) "Assignee" shall mean **Aptina Imaging Corporation**, a Cayman Islands corporation with offices at c/o Citco Trustees (Cayman) Limited, Regatta Office Park, West Bay Road, Grand Cayman, Y1-1205, Cayman Islands.
- (c) "Assignor" shall mean **Micron Technology, Inc.**, a Delaware corporation with offices at 8000 South Federal Way, Boise, ID 83707.

(d) "Effective Date" shall mean October 3, 2008.

(e)

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(f)

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(g) "Imaging Patents" shall mean those patents identified in ATTACHMENT "A" hereto, including, without limitation, all divisions, continuations, continuations-in-part, reissues, reexaminations, and all foreign counterparts thereof, and which may issue thereon or in connection therewith after the Effective Date of this Agreement.

(h) "Imaging Patent Applications" shall mean those filed patent applications identified in ATTACHMENT "B" hereto, including, without limitation, all patents, divisions, continuations, continuations-in-part, reissues, reexaminations, and all foreign counterparts which may issue thereon or in connection therewith after the Effective Date of this Agreement.

(i) "Semiconductor Patents" shall mean those patents identified in ATTACHMENT "D" hereto, including, without limitation, all divisions, continuations, continuations-in-part, reissues, reexaminations, and all foreign counterparts thereof, and which may issue thereon or in connection therewith after the Effective Date of this Agreement.

(j) "Semiconductor Patent Applications" shall mean those filed patent applications identified in ATTACHMENT "E" hereto, including, without limitation, all patents, divisions, continuations, continuations-in-part, reissues, reexaminations, and all foreign counterparts which may issue thereon or in connection therewith after the Effective Date of this Agreement.

(k) [REDACTED]

2. [REDACTED]

(a) Subject to the terms and conditions of this Agreement, and subject to the rights of others existing as of the Effective Date of this Agreement if any, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, and transfers to Assignee its entire right, title and interest in and to the Imaging Patents, including all rights to causes of action and remedies related thereto (including the right to sue for past, present or future infringement of rights related to the foregoing and the right to collect damages therefor). Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of the United States and any country foreign to the United States whose duty it is to issue or record patents, to issue the Imaging Patents to Assignee and to record assignment of the Imaging Patents to Assignee.

(b) Subject to the terms and conditions of this Agreement, and subject to the rights of others existing as of the Effective Date of this Agreement if any, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, and transfers to Assignee its entire right, title and interest in and to the Intellectual Property rights in the Imaging Patent Applications. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of the United States and any country foreign to the United States whose duty it is to issue or record patents, to record assignment of the Imaging Patent Applications to Assignee.

(c) [REDACTED]

(d) Subject to the terms and conditions of this Agreement, and subject to the rights of others existing as of the Effective Date of this Agreement if any, and subject further to the restrictions on the Semiconductor Patents set out below, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, and transfers to Assignee its entire right, title and interest in and to the Semiconductor Patents, including all rights to causes of action and remedies related thereto (including the right to sue for past, present or future infringement of rights related to the foregoing and the right to collect damages therefor). Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of the United States and any country foreign to the United States whose duty it is to issue or record patents, to issue the Semiconductor Patents to Assignee and to record assignment of the Semiconductor Patents to Assignee.

(e) Subject to the terms and conditions of this Agreement, and subject to the rights of others existing as of the Effective Date of this Agreement if any, [REDACTED], Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, and transfers to Assignee its entire right, title and interest in and to the Intellectual Property rights in the Semiconductor Patent Applications. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of the United States and any country foreign to the United States whose duty it is to issue or record patents, to record assignment of the Semiconductor Patent Applications to Assignee.

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4.

5.

[REDACTED]

6. [REDACTED]

[REDACTED]

7. General

This Agreement shall be effective as of the Effective Date hereof and shall be binding on the respective heirs, assigns, representatives, and successors of Assignor and of Assignee.

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Agreed to by:

Micron Technology, Inc.

Signed: *John Appleton*

Date: 9/26/08, 2008

Notarization

State of Idaho
County of Ada

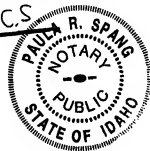
On 9/26/08, before me, *Paula R. Spang*, personally appeared the above-named *John Appleton*
(date) (notary name)

who executed this Assignment in my presence and acknowledged to me that he did so of his own free will and in his authorized capacity for the purposes set forth herein.

Signed: *Paula R. Spang*

My commission expires: 8/12/11

REVIEWED
MTI LEGAL



Agreed to by:

Aptina Imaging Corporation

Signed: *Thomas L. Louie, Jr.*

Date: 9/26/08, 2008

Notarization

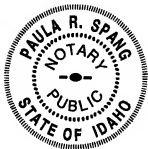
State of Idaho
County of Ada

On 9/26/08, before me, *Paula R. Spang*, personally appeared the above-named *Thomas L. Louie, Jr.*
(date) (notary name)

who executed this Assignment in my presence and acknowledged to me that he did so of his own free will and in his authorized capacity for the purposes set forth herein.

Signed: *Paula R. Spang*

My commission expires: 8/12/11



[Signature page to the Patent Assignment Agreement]

ATTACHMENT “B”

IMAGING PATENT APPLICATIONS

Aptina Applications

FILE NUMBER	TITLE	STATUS	COUNTRY NAME	APPLICATION NUMBER	DATE FILED
	DETERMINING THE RESPONSE CURVE KNEE POINT IN ACTIVE PIXEL IMAGE SENSORS WITH EXTENDED DYNAMIC RANGE				
2002-1094.00/US	IMAGE SENSOR WITH A CAPACITIVE STORAGE NODE LINKED TO TRANSFER GATE	Pending	United States of America	10721190	Nov 28, 2003
2002-1130.01/US	MICRO LENS CONFIGURATION FOR SMALL LENS FOCUSING IN DIGITAL IMAGING DEVICES	Allowed	United States of America	11257041	Oct 25, 2005
2002-1153.03/US	METHOD OF FORMING AN ELEVATED PHOTO DIODE IN AN IMAGE SENSOR	Abandoned	United States of America	11433602	May 15, 2006
2002-1174.00/CN	METHOD AND APPARATUS FOR TESTING IMAGE SENSORS	Pending	China	2004800308899	Aug 18, 2004
2002-1174.00/EP	METHOD AND APPARATUS FOR TESTING IMAGE SENSORS	Pending	European Patent Office	047615378	Aug 18, 2004
2002-1174.00/JP	METHOD AND APPARATUS FOR TESTING IMAGE SENSORS	Pending	Japan	5247282005	Aug 18, 2004
2002-1174.00/PC	METHOD AND APPARATUS FOR TESTING IMAGE SENSORS	Completed	PCT	pct/04020675	Aug 18, 2004
2002-1174.00/SG	METHOD AND APPARATUS FOR TESTING IMAGE SENSORS	Pending	Singapore	2006011340	Aug 18, 2004
2002-1199.00/CN	IMAGE SENSOR HAVING PINNED FLOATING DIFFUSION DIODE	Pending	China	2004600326880	Sep 2, 2004
2002-1199.00/EP	IMAGE SENSOR HAVING PINNED FLOATING DIFFUSION DIODE	Pending	European Patent Office	048096515	Sep 2, 2004
2002-1199.00/JP	IMAGE SENSOR HAVING PINNED FLOATING DIFFUSION DIODE	Pending	Japan	2006011340	Sep 2, 2004
2002-1199.00/KR	IMAGE SENSOR HAVING PINNED FLOATING	Allowed	Republic of Korea	1020067004629	Sep 2, 2004